


DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4024		2. DELIVERY ORDER NO. NQ0201		3. EFFECTIVE DATE ORIG 07/06/2007 MOD 05/20/2008		4. PURCHASE REQUEST NO. N00604-08-MR-64682	
5. ISSUED BY FISC Pearl Harbor, Contracting BLDG. 475-2, Code 200 1942 Gaffney Street, Suite 100 Pearl Harbor HI 96860-4549 paula.reinhard@navy.mil 808-473-7554		CODE N00604		6. ADMINISTERED BY DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A	
7. CONTRACTOR Booz Allen Hamilton, Inc 8283 Greensboro Drive McLean VA 22102		CODE 17038		FAC LITY		8. DELIVERY DATE See Section F	
						9. CLOS NG DATE/TIME (hours local time – Block 5 issuing office) SET AS DE TYPE	
						10. MAIL NVOICES TO See Section G	
11. SH P TO See Section D				12. PAYMENT WILL BE MADE BY CODE HQ0338 DFAS Columbus Center,South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			
13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.				
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. Booz Allen Hamilton, Inc.  NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED							
14. ACCOUNTING AND APPROPRIATION DATA See Section G							
15. ITEM NO.	16. SCHEDULE OF SUPPL ES/SERVICES		17. QUANTITY ORDERED/ ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT	
See the Following Pages							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			21. UNITED STATES OF AMERICA By: Paula Reinhard 05/19/2008 CONTRACTING/ORDERING OFFICER				22. TOTAL \$ 
SECTION	DESCRIPTION			SECTION	DESCR PTION		
B	SUPPLIES OR SERVICES AND PRICES/COSTS			H	SPECIAL CONTRACT REQU REMENTS		
C	DESCR PTION/SPECS/WORK STATEMENT			I	CONTRACT CLAUSES		
D	PACKAG NG AND MARKING			J	LIST OF ATTACHMENTS		
E	INSPECTION AND ACCEPTANCE						
F	DELIVER ES OR PERFORMANCE						
G	CONTRACT ADM NISTRATION DATA						

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GENERAL INFORMATION

The purpose of this modification is to incorporate electronic invoicing procedures. Accordingly, said Task Order is modified as follows:

1. Section G, Local Clause SUBMIT INVOICES has been deleted.
2. Section G, SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008) has been incorporated.
3. All other terms and conditions remain unchanged.

A conformed copy of this Task Order is attached to this modification for information purposes only.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	TRAVEL EXPENSES IN SUPPORT OF THEATER SECURITY COOPERATION (TSC) ANALYST REQUIREMENTS IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT, TERMS AND CONDITIONS. ALL TRAVEL EXPENSES SHALL BE REIMBURSED ONLY AS AUTHORIZED IN THE JOINT TRAVEL REGULATIONS AND FEDERAL ACQUISITION REGULATIONS. (O&MN,N)	1.0 Lot	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
1001	TRAVEL EXPENSES IN SUPPORT OF THEATER SECURITY COOPERATION (TSC) ANALYST REQUIREMENTS IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT, TERMS AND CONDITIONS. ALL TRAVEL EXPENSES SHALL BE REIMBURSED ONLY AS AUTHORIZED IN THE JOINT TRAVEL REGULATIONS AND FEDERAL ACQUISITION REGULATIONS. (O&MN,N) Option	1.0 Lot	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

For FFP Items:

Item	Supplies/Services Qty	Unit	Unit Price	Total Price
2000	THEATER SECURITY COOPERATION (TSC) ANALYST LABOR EFFORT IN	1.0 Lot	\$ [REDACTED]	\$ [REDACTED]

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ACCORDANCE WITH
THE PERFORMANCE
WORK STATEMENT,
TERMS AND
CONDITIONS.
(O&MN,N)

2001	THEATER SECURITY COOPERATION (TSC) ANALYST LABOR EFFORT IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT, TERMS AND CONDITIONS. (O&MN,N) Option	1.0 Lot	\$ [REDACTED]	\$ [REDACTED]
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For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	TRAVEL EXPENSES IN SUPPORT OF THEATER SECURITY COOPERATION (TSC) ANALYST REQUIREMENTS IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT, TERMS AND CONDITIONS. ALL TRAVEL EXPENSES SHALL BE REIMBURSED ONLY AS AUTHORIZED IN THE JOINT TRAVEL REGULATIONS AND FEDERAL ACQUISITION REGULATIONS. (O&MN,N) Option	1.0 Lot	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
4001	TRAVEL EXPENSES IN SUPPORT OF THEATER SECURITY COOPERATION (TSC) ANALYST REQUIREMENTS IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT, TERMS AND CONDITIONS. ALL TRAVEL EXPENSES SHALL BE REIMBURSED ONLY AS AUTHORIZED IN THE JOINT TRAVEL REGULATIONS AND	1.0 Lot	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

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FEDERAL
ACQUISITION
REGULATIONS.
(O&MN,N)
Option

For FFP Items:

Item	Supplies/Services Qty	Unit	Unit Price	Total Price
5000	THEATER SECURITY COOPERATION (TSC) ANALYST LABOR EFFORT IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT, TERMS AND CONDITIONS. (O&MN,N) Option	1.0 Lot	\$ [REDACTED]	\$ [REDACTED]
5001	THEATER SECURITY COOPERATION (TSC) ANALYST LABOR EFFORT IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT, TERMS AND CONDITIONS. (O&MN,N) Option	1.0 Lot	\$ [REDACTED]	\$ [REDACTED]

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

THEATER SECURITY COOPERATION (TSC) ANALYST

HEADQUARTERS, U.S. PACIFIC COMMAND

INTRODUCTION

This Performance Work Statement (PWS) outlines on-site technical support for the Theater Security Cooperation (TSC) planning and coordination requirements within the USPACOM AOR. This position is located in the Strategic Plans Division, Director for Strategic Plans and Policy (J5), United States Pacific Command, Camp H.M. Smith, Oahu, Hawaii.

1.1 REFERENCES

Strategic Planning Guidance, Mar 04, TOP SECRET

Joint Programming Guidance, 9 Jun 04, SECRET/NOFORN

Unified Command Plan, Apr 02, SECRET/NOFORN

National Military Strategic Plan for the War on Terrorism, Oct 02, TOP SECRET

Forces for Unified Command (Interim), 1 Oct 02, SECRET/NOFORN

National Security Strategy of the United States of America, 20 Sep 02, SECRET

Draft National Military Strategy, 9 Aug 2002, SECRET

Defense Planning Guidance, FY04-09, May 02, SECRET/NOFORN

Contingency Planning Guidance, 28 Jun 02, TOP SECRET

Draft Transformation Planning Guidance, 31 Oct 02, SECRET/NOFORN

Joint Strategic Capabilities Plan, 1 Oct 02, TOP SECRET

Security Cooperation Guidance, Nov 05, SECRET

2.0 USPACOM SPECIFIC GUIDELINES FOR CONTRACTORS

2.1 Compliance with U.S. Law. In accordance with Public Law 105-270, Section 5 (2)(A), contractors will not perform inherently governmental functions. Section 5 (2)(A) of this Public Law defines the term "inherently governmental function" as "a function that is so intimately related to the public interest as to require performance by Federal Government employees." Per Section 5(2)(B), inherently governmental functions include management of Government programs requiring value judgments, conduct of foreign relations, selection of program priorities, and the direction of intelligence and counter-intelligence operations. Per Section 5(2)(C), inherent governmental functions DO NOT include, (i) gathering information for or providing advice, opinions, recommendations, or ideas to Federal Government

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officials; or (ii) any function that is primarily ministerial and internal in nature.”

2.2 USPACOM Policies on Contractors.

2.2.1 Training of foreign personnel is prohibited under this PWS.

2.2.2 Training of foreign personnel will be normally conducted under FMF/FMS or specified legal authority.

2.2.3 When performing the tasks associated with this PWS by using email, through phone calls, at meetings, in public or otherwise, contractor personnel will make clear to all individuals they deal with that they are contractor employees and not DoD employees. When participating and introducing themselves during official events wherein DoD, non-DoD or foreign officials are present, contractor personnel will identify themselves as employees of the Contractor.

2.2.4 Contractor personnel may not manage, supervise or task DoD civilian employees or military personnel while performing the tasks within this PWS.

2.2.5 Contractor personnel may not make any commitment to non-DoD personnel, including a foreign official, which commits the expenditure of US Government resources, unless specifically authorized.

2.2.6 Contractor employees performing services shall be required to comply with all HQ USPACOM and installation rules and regulations applicable to conduct, safety, security, and procedures governing site entry and exit.

2.2.7 Contractor personnel shall be required to safeguard data files and output products, regardless of format or medium, in accordance with appropriate security measures for classification of data being handled within Headquarters USPACOM (see DOD Regulation 5200.1, OPNAVINST.

2.2.8 Contractor personnel shall also safeguard Privacy Act Information in accordance with existing regulations.

2.2.9. All contractor travel will be conducted IAW the JFTR/FTR. Any attempt to provide Business Class travel must first be approved by DEPCDRUSPACOM.

2.2.10. Contractors shall not establish an employee-employer relationship with USPACOM under this PWS.

2.2.11. Contractors shall not provide personal services to USPACOM under this PWS.

2.2.12. Contractor personnel shall be required to read this PWS and understand, in particular, the provisions of this paragraph.

2.2.13 Contractor personnel must be clearly identified (i.e. company shirt, pin, visible Company identification, etc.) in a visible location as to who is their employer .

3.0 SCOPE

CDRUSPACOM requests on-site technical support for their Theater Security Cooperation Plan (TSCP) requirements. J56 division serves as the principal assistant to the Director for Strategic Planning and Policy (J5) for the planning, developing, assessing and coordinating the USPACOM TSCP, which requires USG interagency coordination and theater level coalition coordination. J56 acts as the focal point for procedures, policies and guidance regarding the peacetime military-to-military cooperation strategy and implementation in the USPACOM Area of Responsibility (AOR). In addition, the J56 interacts with agencies, services, and organizations to develop and assess USPACOM's TSCP; directs the Theater Security Cooperation Working Group (TSCWG); and serves as a proponent for joint and service doctrine relating to Theater Security Cooperation Strategy. Designated by the CDR to establish USPACOM policy, provide component guidance, and furnish recommendations to the Joint Staff and Office of the Secretary of Defense (as requested) on PACOM cooperation activities.

3.1 This task is designated to examine previous, current, and future USPACOM security cooperation activities with regard to fulfilling national and USPACOM-level strategic objectives. It will review the linkage from national-level

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guidance to event execution for coherence and synergy. It will identify the security cooperation resources available versus prioritized security cooperation activities to recommend potential resource efficiencies and proposed potential security cooperation planning process improvements. Areas of analysis include, but not limited to: USPACOM strategic planning process and determination of long-term/short-term security cooperation objectives. USPACOM Theater Security Cooperation Working Groups (TSCWGs), USPACOM Pacific Engagement Synchronization Steering Groups (PESSGs), and USPACOM Security Cooperation Assessments to the Office of the Secretary of Defense.

3.2 HQ USPACOM, specifically J56, requires assistance to develop and publish the annual Theater Security Cooperation Plan (TSCP). The constant evolution of security cooperation resource processes, TSC concepts (such as enhanced regional cooperation) and the dynamic nature of the AsiaPacific security environment necessitate an ongoing theater cooperation improvement process to maximize security cooperation effects. Analysis of the USPACOM TSC process in support of national security strategy and the allocation of engagement resources to accomplish the Combatant Commander's strategic objectives in each USPACOM nation will identify potential planning process improvements and resource efficiencies for implementation by HQ USPACOM. The TSCP and associated Country Chapters provide the specific and overarching guidance for TSC activities within the USPACOM for the sub-unified commands (ALCOM, USFJ, USFK), service components (USARPAC, MARFORPAC, PACFLT, PACAF, SOCPAC) and standing joint task force commanders (JTFFA, JIATF-W).

4.0 SPECIFIC TASKS

4.1 Support for the Theater Security Cooperation Plan.

4.1.1 The contractor will assist in the development of the annual TSC Strategic Concept and associated Country Chapters. The TSC Plan is a SECDEF and JCS requirement submitted every year.

4.1.2 The contractor will liaise between country desk officers and J56 planners to facilitate the production of USPACOM Theater Security Cooperation Plan.

4.1.3 The contractor shall provide support to determine specific TSC Combating Terrorism (CbT) requirements and goals. The contractor shall identify and provide analysis of diplomatic, informational, military and economic resources in order to combat terrorism.

4.1.4 The contractor shall provide analysis that will determine needed support and make recommendations for modifications to the TSC Strategic Concept and associated Country Chapters.

4.1.5 The contractor shall coordinate TSC planning process.

4.1.6 The contractor shall adhere to all established TSC-related guidance documents, i.e., the OSD Security Cooperation Guidance, the National Military Strategic Plan for the War on Terrorism (NMSPWOT), the Mission Performance Plan (MPP) of various American Embassies in the AOR, or high-level memoranda, including policy restrictions, when developing a country plan.

4.1.7 The contractor shall integrate information technology, TSC Strategy and Policy, and the TSC Management Information System (TCSMIS). This critical task is to ensure that information technology is used to accurately communicate and store TSC Strategy and Policy documents.

4.1.8 The contractor shall provide TCSMIS products, specifically feedback reports and monthly reports detailing the coordinated efforts of several branches within USPACOM and agencies outside of USPACOM.

4.1.9 The contractor shall coordinate associated planning conferences (e.g. senior general officer level Pacific Engagement Synchronization Steering Group (PESSG) meetings) and preparation for the approval briefing to the Commander, USPACOM.

4.1.10 The contractor shall coordinate and assist in the presentation of materials and information of interagency related Joint Planning Groups, conferences and working group sessions as required.

4.1.11 The contractor shall identify and provide analysis of air, sea, and land access requirements supporting USPACOM OPLANS/CONPLANS.

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4.1.12 The contractor shall provide as a minimum the following: Concept Brief, Letter of Instruction, Announcement Message, Approved Briefings, Logistical Plan, TSCMIS Integration, Information Paper.

4.1.13 The contractor is responsible for developing the USPACOM TSCP annual assessment. Successful assessment will include validated measures of effectiveness, measures of performance, and indicators. The TSCP annual assessment is a Secretary of Defense requirement with suspense of 60 days after the end of the fiscal year.

4.1.14 The contractor shall provide the items listed above within the required frame specified. Successful completion of this work will be measured by timeliness, specifics, accuracy, completeness, thoroughness and functionality. The contractor will present final products within the standards and guidelines defined by CDR USPACOM publications and instructions.

4.2 Support to USPACOM Country Desk Officers

4.2.1 The contractor will assist country desk officers in authoring, editing and delivering TSCP annexes (i.e. individual country or Enhanced Regional Cooperation Plans) to the J56 within established deadlines.

4.2.2 The contractor will assist the country desk officers to develop and present a TSCP briefing specifically related to their respective countries.

4.2.3 The contractor will assist the country desk officers to conduct workshops, planning groups and coordination sessions related to their specific TSCP programs for their respective countries.

5.0 GOVERNMENT FURNISHED MATERIAL

5.1 Facilities, Supplies and Services:

The work for this task will be performed at the NMPCC, Camp H.M. Smith, or as directed. The hardware for this project is located at USPACOM, Camp H. M. Smith, HI and includes an environment of Windows NT operating system on the NMCI and Non- NMCI network. The workstation environment is Windows NT Workstation operating system, with project software that includes Microsoft Office suite, Microsoft Internet Explorer, Microsoft Project, Norton Anti-Virus, and other application-based software.

5.2 Approved security containers will be provided to the contractor to safeguard and store classified material approved for use at the government designated work space(s). The government will provide any required modeling/analytical or collaborative software for analysis support and planning.

6.0 DATA RIGHTS

The Government has unlimited rights to all deliverables under this contract. The Government will retain custody of all records associated with contractor deliverables and shall have exclusive control in the distribution of all written deliverables.

7.0 PERIOD OF PERFORMANCE

The period of performance for this contract is a base period of 12 months commencing upon award, and three option years.

8.0 PERSONNEL REQUIREMENTS

8.1 The contractor shall provide personnel with 5 years of experience in the following areas:

8.1.1 Joint military, U.S. government security cooperation and exercise program planning and coordination, and assessment.

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8.1.2 Joint operation planning process.

8.1.3 Background in political-military or international affairs.

8.1.4 Joint Training Plan, Combating Terrorism Campaign Plan or Strategic Planning development processes.

8.1.5 Must be proficient with Microsoft Office Tools (Word, PowerPoint, and Outlook) to include preparation and presentation of high-level briefings through the use of MS PowerPoint.

8.2 Contractors will be integral members of a team and must be capable of positive interpersonal relationships and possess team player approach to problem solving.

8.3 Must have strong communications skills, both oral and written, as there will be considerable interface with senior military and civilian staffs.

8.4 Education requirements: Contractor must have a Bachelor's Degree. A Master's degree is preferred. Education background in international relations or regional studies is a plus.

8.5 Security requirements: U.S. citizenship and a Secret security clearance are required for facility access and daily access and exposure to classified data. The contractor shall provide cleared personnel on the start day of work. There is no unclassified work area for contractor placement; escorting uncleared staff is not an option. The contractor shall obtain clearance approval for all personnel associated with this requirement from the USPACOM security officer prior to start of work. As applicable, USPACOM will prepare and submit a DD Form 254. Information required or generated in the performance of this PWS may be subject to the Privacy Act. 9.0 TRAVEL REQUIREMENTS

Contractor may be required to travel to accomplish tasks in Para 4. The contractor shall coordinate all travel with USPACOM/J56 representative whose consent shall constitute permission to travel. The contractor is required to make all travel arrangements. The government will reimburse travel costs strictly IAW the Joint Travel Regulations and the Federal Acquisition Regulations. Estimated travel requirements are:

LOCATION: Pentagon, Washington DC. FREQUENCY: 3X/year DURATION: 1 week each

Other travel to alternate locations may be required.

10.0 DELIVERABLES

All deliverables must meet professional standards and the requirements set forth in the contract. Briefings must comply with USPACOM format standards or as otherwise required, and databases and website must be fully functional. Monthly Status Reports are also required, which provide information on work completed, work in progress, work outstanding, as well as highlighting problems encountered and anticipated, hours expended and remaining, and accumulated.

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SECTION D PACKAGING AND MARKING

N/A.

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SECTION E INSPECTION AND ACCEPTANCE

INSPECTION & ACCEPTANCE TERMS:

Services will be accepted at: Destination, by the Government.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

1000	7/16/2007 - 7/15/2008
2000	7/16/2007 - 7/15/2008

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

1001	7/16/2008 - 7/15/2009
2001	7/16/2008 - 7/15/2009
4000	7/16/2009 - 7/15/2010
4001	7/16/2010 - 7/15/2011
5000	7/16/2009 - 7/15/2010
5001	7/16/2010 - 7/15/2011

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager

MAJ Dennis Cowher

Box 64028, Code J5

Camp H.M. Smith, HI 96861

dennis.cowher@pacom mil

808-477-0143

REPRESENTATIVE OF THE CONTRACTING OFFICER (FISCPH) (APR 2007)

(a) The following shall be the representative of the Contracting Officer for this task order:

Patricia Y. Murakami, Contract Specialist, Code 203:PYM

Fleet and Industrial Supply Center, Pearl Harbor

Regional Contracting Department

1942 Gaffney Street, Suite 100

Pearl Harbor, HI 96860-4549

Email: patricia.murakami@navy mil

Tel: (808) 473-7564

Fax: (808) 473-5750

~~SUBMIT INVOICES (FISCPH) (APR 2007)~~

~~(a) The contractor shall submit his invoices to:~~

~~COMMANDER IN CHIEF, U.S. PACIFIC FLEET~~

~~BOX 64028, CODE J02HQ2~~

~~CAMP H.M. SMITH, HI 96861 4028~~

~~(b) Questions regarding invoice payment are to be directed first to the above activity, who is responsible for receiving/certifying the invoice. When it is confirmed that the invoice has been forwarded to the office cited on the award document in the block "Payment will be made by", questions should then be directed to that paying office.~~

SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)

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(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866618-5988. Once activated, the vendor shall self register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1 800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site:
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit foreach file is not to exceed 2MB. Multiple attachments are allowed.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

	<i>Routing Table</i>
WAWF Invoice Type	
	<i>2 IN 1</i>
Contract Number	<i>N00178-04-D-4024 NQ02</i>
Delivery Order Number	<i>NQ02</i>
Issuing Office DODAAC	<i>N00604</i>
Admin Office DODAAC	<i>S2404A</i>
Inspector DODAAC	<i>N00038</i>
Ship To DoDAAC	<i>N00038</i>
Acceptance At Other	
Local Processing Office	<i>N00038</i>
DCAA Office DODAAC	
Paying Office DODAAC	<i>HQ0338</i>
Acceptor/COR Email Address	<i>Jim.kikuchi@pacom.mil</i>

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H1 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (FISCPH) (APR 2007)

In performing this task order, the contractor will not use as a consultant or employee (on either a full or part time basis), any active duty navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

H2 KEY PERSONNEL REQUIREMENTS (FISCPH) (APR 2007)

(a) Certain skilled, experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this task order. These are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal. The contractor agrees that such personnel shall not be removed from the task order work or replaced without compliance with paragraphs (b) and (c) hereof.

(b) If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under the task order for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

(c) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer which is necessary to approve or disapprove the proposed substitution. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the contractor of his/her approval or disapproval thereof in writing.

(d) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the delivery order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate, or, at the discretion of the Contracting Officer if he/she finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

(e) The key personnel are all individuals working on the requirement.

H3 SUBSTITUTION OF PERSONNEL (FISCPH) (APR 2007)

(a) The offeror agrees to assign to the contract those persons whose resumes were submitted with its proposal who are necessary to fill the requirements of the contract. No substitutions shall be made except in accordance with this clause.

(b) The offeror agrees that during the first thirty (30) days of the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 30day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days, (thirty (30) days if a security clearance is to be obtained), in advance of the proposed substitutions to the Contracting Officer, and provide the information required by paragraph (c) below.

(c) All requests for substitution must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the

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Contracting Officer which is necessary to approve or disapprove the proposed substitution. All proposed substitutes at any time during performance of this contract must have qualifications that are equal to or higher than the qualifications of the person being replaced. The Contracting Officer or its authorized representative will evaluate such requests and promptly notify the Contractor of its approval or disapproval thereof.

(d) Personnel subject to this clause are understood to be those individuals for whom resumes were submitted.

(e) Adding additional personnel to be used in a labor category shall be considered a substitution of personnel. The only exception to this prohibition shall be in the event of an indefinite quantity contract where the Government has issued a delivery order for labor hours that would exceed a normal fortyhour week if performed only by the number of employees originally proposed. Any additional personnel added on the basis of this provision must have qualifications no less than those of at least one of the individuals proposed for that labor category.

H4 REMOVAL OR UNAVAILABILITY OF KEY PERSONNEL (FISCPH) (APR 2007)

(a) The Contractor agrees that he will notify the COR within two (2) days of the removal of any approved key personnel from contract performance and the reason(s) for the removal.

(b) If key personnel are to be unavailable for performance under this contract for any proposed or active delivery order for a period of more than two (2) days, the Contractor must notify the COR at least seven (7) days in advance or lesser period if necessitated by death, illness or termination of employment and, if required by the COR, provide a resume containing qualifications which are equal to or higher than the requirements for the applicable labor category for approval prior to commencement of any work under this contract.

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SECTION I CONTRACT CLAUSES

Clauses Incorporated by Reference:

FAR 52.204-9, PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

DFARS 252.201-7000, CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

DFARS 252.232-7010, LEVIES ON CONTRACT PAYMENTS (DEC 2006)

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SECTION J LIST OF ATTACHMENTS

In accordance with paragraph 8.5 of the performance work statement, a DD254 is required.